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9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

11 BOARD OF TRUSTEES OF THE PLUMBERS)	No. CV 08 1170 JCS
12 AND STEAMFITTERS MANAGED HEALTH CARE)	
13 TRUST FUND; BOARD OF TRUSTEES OF THE)	JUDGMENT BY DEFAULT
14 U.A. LOCAL NO. 343 PENSION TRUST)	[PROPOSED]
15 FUND; BOARD OF TRUSTEES OF THE U.A.)	
16 LOCAL NOS. 343 AND 355 DEFINED)	Date: July 11, 2008
17 CONTRIBUTION PLAN; BOARD OF TRUSTEES)	Time: 9:00 A.M.
18 OF THE U.A. LOCAL NO. 343 JOURNEYMAN)	Place: Courtroom A,
19 AND APPRENTICE TRAINING TRUST FUND;)	15th Floor
20 AND BOARD OF TRUSTEES OF THE U.A.)	
21 LOCAL NO. 343 LABOR-MANAGEMENT)	
22 COOPERATION COMMITTEE TRUST FUND,)	
23)	
24 Plaintiffs,)	
25)	
26 v.)	
27)	
28 RAMCON COMPANY, INC., A CALIFORNIA)	
29 CORPORATION)	
30)	
31 Defendant.)	
32)	

33
 34 Defendant, Ramcon Company, Inc., having failed to plead or
 35 otherwise defend in this action:

36 Now upon application of the plaintiffs and upon declaration
 37 that defendant is not an infant or an incompetent person and is
 38 not in the military service of the United States, it is hereby,

1 ORDERED, ADJUDGED AND DECREED that defendant Ramcon Company,
2 Inc.:

3 1. Account for all fringe benefit contributions, liquidated
4 damages, and interest from August 1, 2006 through January 3, 2007
5 by allowing an audit of the books, records, papers and reports of
6 its contracting business as required by the Master Labor Agreement
7 with Pipe Trades District Council No. 36, and by the various trust
8 agreements establishing each of the plaintiff Trust Funds in this
9 action to which defendant is bound. See, Central States, South-
10 east and Southwest Area Pension Fund v. Central Transport, Inc.,
11 47 U.S. 559 (1985).

12 2. Allow auditors selected by the plaintiffs to examine and
13 copy, at the premises of defendant, during business hours, at a
14 reasonable time or times, such books, records, papers and reports
15 relevant to the enforcement of the Memorandum Agreement(s), the
16 collective bargaining agreements, and the Trust Agreements, for
17 the period of August 1, 2006 through January 31, 2007, including
18 but not limited to the following:

19 California and Federal payroll tax returns (California
20 Form DE-3 and Federal Form 941), employee time cards,
21 payroll journal, worker compensation insurance reports,
22 individual earning records (compensation records) for
23 all employees, Federal Form W-2, Federal Form W-4,
24 Federal Form 1086 and 1099, reports to employee benefit
25 plans for all other trades, general check register,
26 check stubs or vouchers, canceled checks, bank state-
27 ments, job costs, records, general ledger, cash receipts
28 journal, copies of all contracts, income tax returns,

1 and any such other books, records and papers as may be necessary
2 to determine if full and prompt payment to the plaintiffs of all
3 requires sums is in fact being made.

4 3. Arrange with plaintiffs within fifteen (15) days after
5 notice of this default judgment for a time and place to conduct
6 the aforementioned audit, and to permit the audit to be actually
7 conducted within forty-five (45) days after notice of this default
8 judgment.

9 4. IT IS FURTHER ORDERED, ADJUDGED AND DECREED:
10 that plaintiffs' recovery from defendant damages in the amount of
11 \$14,925.32, costs in the amount of \$450.00, audit fees of
12 \$2,602.00, attorney fees in the amount of \$1,896.00, for a total
13 of \$19,873.32, the entire amount of which is to accrue interest at
14 the rate of twelve percent (12%) per annum from May 30, 2008 until
15 paid in accordance with 29 U.S.C. § 1132(g).

16
17 Dated:

UNITED STATES DISTRICT JUDGE